

**TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

**Release, Waiver and Participation Agreement  
For the Mansfield Recreation Community Day Event**

1. In consideration for participating with the Mansfield Recreation Community Day and other valuable consideration, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the township of Mansfield the Governing Body, the State of New Jersey, their officers, servants, volunteers, agents, and employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, or on upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I am fully aware of the risks and hazards connected with the Mansfield Recreation Community Day, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I **VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or loss or damage to property owned by me, as a result of participating with the Mansfield Recreation Community Day **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage or costs, including court costs and attorney's fees, that may occur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
4. It is express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New Jersey.
5. I UNDERSTAND THAT THE TOWNSHIP OF MANSFIELD WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of the Township of Mansfield and the Mansfield Recreation Community Day regarding conduct and not to violate any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Parent must sign if under 18 years old.